

Ames

IUOE #234 (Power Plant)

7/1/2006 6/30/2009

AMES / IUOE #234 (POWER PLANT)

06-09

AGREEMENT

CITY OF AMES

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 234



JULY 1, 2006 - JUNE 30, 2009

AGREEMENT  
CITY OF AMES  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 234D  
(POWER PLANT EMPLOYEES)

This agreement made and entered into as of this 1st day of July, 2006, by and between the City of Ames, Iowa, hereinafter known as the "Employer", the "City" or the "Utility", and the International Union of Operating Engineers, Local 234D, hereinafter known as the "Union".

WITNESSETH:

The intent and purpose of this agreement is to: set forth the entire agreement of the parties covering employment conditions not otherwise mandated by statute; establish procedures for resolution of disputes concerning the agreement's interpretation and/or application; prevent interruptions of work and interference with the efficient operation of the department; and place in written form the parties' complete agreement upon terms and conditions of employment for the duration of the agreement.

ARTICLE I  
RECOGNITION

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular employees in the following described unit as certified by the Public Employment Relations Board in Case No. 47 and amended in Case No. 1602:

Included: Employees of the City of Ames Electric Power Plant in the following positions: Lead Coal Handler, Coal Handler, Power Plant Auxiliary Operator, Power Plant Fireworker, Power Plant Operator, Instrument and Control Technician, Power Plant Maintenance Foreman, Power Plant Maintenance Worker, Power Plant Maintenance Mechanic, Electrician, Custodian.

ARTICLE II  
DEFINITIONS

2.1 An employee is one described in Article I, above.

2.2 A regular employee is a full-time, permanent employee who has completed his/her probationary period. A permanent employee is one whose employment is intended to be permanent and not temporary such as vacation relief and student employment and similar temporary employment circumstances. A full-time employee is one whose normal employment schedule is for forty (40) hours or more per week.

A probationary employee is one who has not completed his/her first six (6) months of continuous service with the City as a full-time permanent employee. During the probationary period, such employee may be terminated, suspended, otherwise disciplined, or laid off for any reason at the sole discretion of the Utility.

2.3 Except where the context clearly indicates otherwise, the word "employee" when used in this agreement shall be limited to mean "regular employee". On or before the expiration of six (6) months'

continuous service of an employee, the Employer will notify the Union as to whether the employee will become a regular employee.

2.4     Days when used in this agreement except where otherwise specified shall mean calendar days.

2.5     Discharge - The separation of a permanent employee for cause.

2.6     Layoff - The involuntary non-disciplinary separation of an employee from a position because of a diminution of employees.

2.7     Leave - An approved absence from work as provided for by this contract.

2.8     Overtime - Authorized time worked by an employee in excess of the total normal working hours per day.

2.9     Regular Part-time Employee - An employee who works at least twenty (20) hours per week on a regularly scheduled basis.

2.10    Position - Any office or employment, whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.

2.11    Suspension - The temporary separation of an employee, without pay, for disciplinary purposes.

2.12    Termination - The permanent separation of an employee from service of the city, including death, rejection, discharge, layoff, resignation or retirement.

### ARTICLE III EMPLOYER AND UNION RIGHTS AND RESPONSIBILITIES

3.1     General Responsibilities. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Utility must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The parties, therefore, agree they will earnestly strive to improve and strengthen good will between and among the Utility, the employees, the Union and the public. Accordingly, the Union agrees for itself and for employees of the Utility in the bargaining unit that they will individually and collectively perform safe, efficient and diligent service; that they will use their influences and best efforts to protect the property of the Utility and its interests; and they will cooperate in promoting and advancing the welfare of the Utility and its service at all times as a matter of enlightened self-interest.

The Utility agrees, on its part, that it will cooperate with the Union to promote safe operations and harmony and efficiency among the employees covered by this agreement.

The City and Union jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this agreement and to engage in no subterfuge for the purpose of defeating or evading the provisions hereof.

3.2     Management Rights. The Union recognizes those rights and responsibilities which belong solely, exclusively, and without limitation to the Employer, including those rights set out in Section 7 of the Public Employment Relations Act (Chapter 20, Code of Iowa 1987) and without limitation on the foregoing, the right to manage the Utility's business and to direct the working force, the right to hire employees, the right to maintain order and efficiency, the right to extend, maintain, curtail, or terminate

operations of the Utility, to determine the size and location of operations, the right to subcontract work, and to determine the type and amount of equipment to be used, the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities, the right to create, modify and terminate departments, job classifications and job duties, the right to transfer, promote, and demote employees and the right to discipline, suspend and discharge employees and the right to lay off; the right to determine the number and starting times of shifts, the number of hours and days in the work week, and hours of work; the right to determine the number of persons to be actively employed at any time, the right to enforce and require employees to observe rules and regulations set forth by the Utility or the City, and the right to set work standards and to maintain performance records for all jobs. Provided, however:

- (a) These management rights shall not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Union.
- (b) The right to discipline employees is subject to the limitations and procedures provided in this agreement.
- (c) The right to subcontract work normally performed by members of the bargaining unit shall not be used for the purpose of eliminating employees in the bargaining unit, or for reducing their hours.
- (d) The exercise of these management rights is subject to the express provisions of this contract and to the obligations of the Employer with respect to the safety of the employees.

3.3 Non-discrimination. The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion or physical disability or because of relationship to other employees by blood or marriage; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the City or the Utility.

3.4 Union Membership. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of employees to refrain from Union membership.

3.5 No Lock-Out, No Strike. The Employer agrees that during the term of this agreement, it will not engage in any lock-out of its employees. It is agreed that during the term of this agreement there shall not be any work stoppage, strike, slow-down, picketing or bannering, boycott, sympathy strike, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the Employer. As to the picketing or bannering, the Union shall be responsible only for such picketing and bannering as is authorized by it, provided that the Union shall make every reasonable effort to eliminate any unauthorized picketing or bannering. Any or all employee(s) who violate this article may be discharged or disciplined.

3.6 Union Visitation Rights. For the purpose of investigating pending grievances, or for discussing safety or clothing issues, duly authorized representatives of the Union shall have access to the Utility premises with management's prior consent, which shall not be unreasonably withheld. Such visits shall not interfere with the operation or service of the Utility.

3.7 Bulletin Board. Bulletin board space shall be provided which may be used by the Union or employees for the posting of Union notices relating to Union meetings or other bona fide Union business not contrary to the City's interests. These notices shall be signed by an official representative of the Union and initialed by a responsible official of the Utility before posting.

3.8 Dues Checkoff and Indemnification. Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the City agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

A copy of the authorization card from the employee indicating he/she wishes to stop dues checkoff will be sent to the Union at the time the next check is sent to the Union.

#### ARTICLE IV ADJUSTMENT OF GRIEVANCES

##### 4.1 Discipline.

- (a) The Utility will not discipline regular employees except for cause which is defined to include but not limited to the following: Intentional falsification of employment application, time card or other records, intentional or reckless damage to City property, tardiness, drunkenness, drug usage (other than usage as prescribed by a licensed physician), failure to report for work without good cause, failure to give notice of inability to report for good cause, inefficiency, insubordination, theft, refusal to perform assigned duties, violation of City or Utility policies, rules or regulations, or any act or conduct which is in breach of or contrary to the provisions of this agreement.
- (b) In all cases where regular employees are suspended or discharged, notice thereof shall be given to the Union and the reasons therefor shall be given to the employee and to the Union upon request of the employee. If it is claimed that such discharge was in violation of this agreement and such claim cannot be satisfactorily settled by the employee, the Union Steward and the immediate Supervisor involved, appeal from discharge or suspension must be taken within five (5) working days by written notice to the Director of the Utility otherwise no appeal will be allowed. Such appeal shall be processed through the grievance procedure at Step 2.

4.2 Grievance and Arbitration. A grievance is defined as a dispute an employee, or a group of employees, may have with the Employer concerning the interpretation, application, or violation of the terms of this agreement by the employer. Should an employee, or a group of employees, have a grievance, it shall be adjusted in the following manner:

Step One. An employee who has a grievance shall present such grievance orally, with or without his or her steward, to the plant superintendent, superintendent's assistant or appropriate division head within five (5) working days after the occurrence upon which the grievance is based. The superintendent, superintendent's assistant or appropriate division head, shall give an oral answer to the employee and/or steward within five (5) working days after receiving the grievance.

Step Two. If the grievance is not settled in Step One, it may be appealed by the employee and/or steward within five (5) working days after the answer in Step One (or no later than eleven (11) working days after the grieved occurrence). The grievance shall be reduced to writing, signed by the aggrieved employee and shall specifically state the section or sections of this agreement alleged to have been violated. The written grievance shall be promptly presented to the Director of the Utility or Director's designated representative who shall give a written answer to the employee, Steward, and Union within

five (5) working days after receiving the grievance.

Step Three. If the employee or Union is not satisfied with the disposition of the grievance in Step Two, it may be appealed by the employee or the Union within five (5) working days by presenting the grievance in writing to the City Manager or designated representative. The answer of the City Manager or designated representative after such investigation or hearing or other procedure as the Manager or designated representative deems appropriate shall be given in writing to employee, Steward, and Union within ten (10) working days after submission of the grievance.

Step Four.

- (a) Demotion, Suspension, Discharge. As to matters of demotion, failure to promote, suspension or discharge, appeals from the City Manager's action on the grievance, where required, will be taken to the Civil Service Commission in the manner provided by law, ordinance or regulation.
- (b) Other Grievances. Other grievances may be pursued beyond Step Three in the following manner:

Within ten (10) working days after the receipt of the City's Step Three answer, the grievance may be submitted to arbitration by the Union. Notice to the City of such submission shall be in writing, signed by a representative of the Union, and shall state the specific section(s) of the agreement which is (are) to be considered by the arbitrator. After receipt of such notice, a representative of the City and of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representative of the parties are unable to agree upon the selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which one will be selected by the parties. If the parties cannot agree on an arbitrator from the list, then each party will be allowed to scratch, alternately, two (2) names and the person then remaining unscratched on the list will be the arbitrator.

Working days shall be based on the regular office hours of the Electric Administration.

4.3 Time Limits. The failure by an employee, the Union, or its representatives to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of the grievance which may then be appealed to the next step. The time limits may be extended at any time by mutual written agreement.

4.4 Grievance and Arbitration Expenses and Limits. The Union and the Employer shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses during the grievance and arbitration procedures. A decision of an arbitrator, within the scope of his/her authority, shall be final and binding on the Union, the Employer, and the aggrieved employee(s). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the City and the Union.

No grievance or arbitration shall be pursued or entertained which is properly cognizable or pursued under the Merit or Civil Service system or procedures established pursuant to Chapter 400, Code of Iowa.

## ARTICLE V SENIORITY

5.1 Definition. Seniority shall mean length of continuous service in the service of the Utility.

5.2 Application. Where qualifications, capability, demonstrated ability and fitness are equal between those eligible for promotions to fill vacancies or those subject to layoff or eligible for recall, seniority shall be considered in the selection of employees for such promotion, layoff or recall and with respect to such other matters as are expressly set out in this agreement.

5.3 Loss of Seniority. Seniority shall be lost in the following circumstances:

- (a) When an employee quits. An employee who is absent for three (3) consecutive days without notifying the Utility or without good cause shall be deemed to have quit.
- (b) When an employee is discharged.
- (c) Layoff for a period continuing more than one (1) year.
- (d) Leave of absence (other than military leave) for more than one (1) year.
- (e) Failure to report for work on expiration of leave.
- (f) Failure to report for work within two (2) weeks after notice of recall from layoff. Within five (5) days after notice of recall an employee shall notify the Utility of his/her intention to return to work.
- (g) Engaging in other employment or business while on leave, other than vacation or military leave.

## ARTICLE VI (RESERVED)

## ARTICLE VII (RESERVED)

## ARTICLE VIII FILLING VACANCIES

8.1 Types of Appointment. All vacancies in the competitive service shall be filled by transfer from a preferred list, or by appointment from certified eligibles. In the absence of persons eligible for appointment in these ways, temporary appointments may be made in accordance with the personnel ordinance and these rules.

8.2 Notice of Vacancy. Whenever a vacancy in the competitive service in the Utility is to be filled, the Human Resources Director shall notify the Clerk of the Civil Service Commission and the Union. The Clerk shall advise the Human Resources Director as to the availability of persons on preferred lists or on promotion or open eligible lists. If there is no preferred list available for the class, the appointing power shall have the right to decide whether to fill the vacancy by transfer or appointment from a promotional or open eligible list: provided that vacancies in the classes above the lowest in a promotional series of classes shall be filled by promotion when qualified candidates can be found from among those persons employed in such series of classes.



Vacancies in the service of the Utility, of which notice is given to the Civil Service Commission Clerk under this section, shall be posted on the bulletin board at the Utility.

8.3 Certification of Eligibles. If it is not possible to fill a vacancy from a preferred list, the Civil Service Commission shall certify to the City Council a list of ten (10) persons who have successfully completed an examination, or such number as may have qualified, if less than ten (10), in rank order. Ten (10) additional persons shall be certified in rank order for each additional vacant position in a class.

8.4 Appointment. After interview and investigation, the appointing power shall make appointments from among those certified, and shall immediately notify the Clerk of the City of the persons appointed. A person accepting appointment shall present himself or herself to the Utility Director for orientation, and processing on or before the date of appointment. If the applicant indicates acceptance of the appointment and presents himself or herself for duty within such period of time as the Utility Director shall prescribe, he/she shall be deemed to be appointed; otherwise, he or she shall be deemed to have declined appointment, unless within twenty-four (24) hours he/she presents acceptable reasons for his/her actions to the department head.

8.5 Temporary Appointment. Whenever there is a need for a short term or seasonal employee, or in the absence of a preferred list or certified eligible list, or when necessary to prevent the stoppage of public business, the appointing power may make a temporary appointment of an applicant meeting the minimum qualifications for the position until the services of the casual short-term employees are no longer required or until a list of eligibles can be certified. A temporary appointment made in the absence of a preferred or certified eligible list shall be limited to ninety (90) days for any one person in the same vacancy, but such limitation shall not apply to any person temporarily acting in a position regularly held by another.

8.6 Temporary Assignments.

- (a) Policy. No employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties formerly assigned to positions in his/her class, except on a short-term temporary or emergency basis.
- (b) Vacancy Because of Resignation, Termination, Death, Leave of Absence. In the event of a vacancy caused by resignation, termination, death, leave of absence, etc., a replacement may be temporarily assigned the duties of the position. The replacement shall receive the appropriate remuneration beginning with the first day he or she assumes the new duties.
- (c) Short Term Absences. Employees who replace others because of a short-term absence such as normal sick leave and vacation time shall be compensated at the out-of-class rate for any time beyond two (2) normal work weeks.
- (d) Acting Power Plant Maintenance Foreman and Lead Coal Handler. An employee assigned to work out-of-class in either of these classifications under the provisions of paragraph (b) or (c) shall receive the following pay differentials:

Power Plant Maintenance Foreman	- 8.0 percent
Lead Coal Handler	- 5.0 percent

If the assignment is made under paragraph (c), the differential shall commence after the first day.

- (e) Written Assignment and Acceptance. An employee may receive out-of-class pay only when the department head designates in writing that such employee is serving in the higher classification.

ARTICLE IX  
PROBATIONARY PERIOD

9.1 Length of Probationary Period -- Procedure for Permanent Appointment or Rejection. All original appointments shall be subject to a probationary period of six (6) months of continuous service. The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to the position. Employees whose performance during this period indicates an inability to meet established standards should be rejected. At least one (1) week prior to the expiration of the probationary period, the department head shall file with the City Manager a statement in writing recommending permanent appointment or rejection of the probationer as provided for in Section 9.3. The probationer shall be given written notice of rejection or permanent appointment.

9.2 Promotional Appointment. Promotional appointment may be subject to a probationary period of thirty (30) days of continuous service.

9.3 Rejection of Probationer. During the probationary period for an original appointment, an employee may be terminated at any time without the right of appeal.

An employee rejected on a promotional appointment within the City or who elects not to continue in the promotional appointment shall have the right to return to that employee's previous job during the promotional appointment probationary period and thereafter shall have the right to return to the employee's previous job if the position is still vacant.

ARTICLE X  
HOURS OF WORK, PAY RATE AND LEAVES

10.1 Shift Workers, Day Workers, Relief Workers

(a) Shift Workers - Eight (8) Hour Shift.

- (1) Employees whose jobs are such that service requirements impose the necessity for continuous or substantially continuous operation of those jobs or operation of such jobs seven (7) days a week even though not continuously, shall be designated as "shift workers."
- (2) Eight (8) consecutive hours shall constitute a regular work day for shift workers except where time excluded for meals is agreed to by the Utility and the Union.
- (3) Five (5) regular work days shall be worked regularly within a regular work week, and all days off shall run consecutively unless otherwise mutually agreed between the Utility and the Union.
- (4) Shifts and scheduled work days shall be rotated between employees concerned, to the end that each employee shall serve the employee's fair share of each shift, and the length of intervals between regular periodic changes in shifts shall be as established by practices in effect at the date of this agreement. There shall be as nearly as possible, an equal division of Saturdays and Sundays off duty and there shall be fair rotation in any job of the desirable and undesirable duties attached to that job. Scheduled regular work days and regular work hours shall be posted, and any changes made shall be posted at least ten (10) days in advance. Time off during weekdays with at least twelve (12) hours notice may be requested on a first-come basis by operators or relief operators, with

discretion of the plant superintendent to grant such requests.

- (5) In the event an employee is required to work outside his/her regular working hours, he/she shall be paid at one and one-half (1-1/2) his/her hourly rate of compensation for such time worked.
- (6) If a shift worker works on a holiday, the employee shall be paid at the rate of two (2) times the regular hourly rate for all hours worked.
- (7) In the event an employee is required to work on one or more of the employee's scheduled consecutive days off, the employee shall be paid at the rate of time and one-half (1-1/2) for the first eight (8) hours and thereafter at the rate of double time.
- (8) If an employee is released from duty and is thereafter called back to work, he/she shall receive a minimum of two (2) hours at the appropriate overtime rate.
- (9) The hourly rate of compensation for full-time employees shall be computed by dividing the annual rate by 2080.
- (10) If the employee chooses compensatory time off in lieu of overtime pay, up to the maximum allowed, the employee shall receive either one and one-half (1 1/2) or two (2) hours off for each hour of overtime worked, corresponding, respectively, to whether the overtime pay would have been at one and one-half or double the normal rate of pay (see Section 10.11).

(b) Shift Workers - Twelve (12) Hour Shift.

- (1) Employees whose jobs are such that service requirements impose the necessity for continuous or substantially continuous operation of those jobs or operation of such jobs seven (7) days a week even though not continuously, shall be designated as "shift workers."
- (2) Twelve (12) consecutive hours shall constitute a regular work day for shift workers except relief day which is four (4) hours.
- (3) Shifts and scheduled work days shall be rotated between employees concerned, to the end that each employee shall serve the employee's fair share of each shift. Scheduled regular work days and regular work hours shall be posted, and any changes made shall be posted at least ten (10) days in advance. Time off during weekdays with at least twelve (12) hours notice may be requested on a first-come basis by operators or relief operators, with discretion of the plant superintendent to grant such requests.
- (4) In the event an employee is required to work outside his/her regular working hours, he/she shall be paid at one and one-half (1-1/2) his/her hourly rate of compensation for such time worked.
- (5) If a shift worker works on a holiday, the employee shall be paid at the rate of two (2) times the regular hourly rate for all hours worked.
- (6) In the event an employee is required to work on one or more of the employee's scheduled consecutive days off, the employee shall be paid at the rate of time and one-half (1-1/2) for the first twelve (12) hours and thereafter at the rate of double time.
- (7) If an employee is released from duty and is thereafter called back to work, he/she shall

receive a minimum of two (2) hours at the appropriate overtime rate.

(c) Relief Worker - Eight (8) Hour Shift.

- (1) A relief worker is a person that has the classification of auxiliary operator, fireworker or operator but does not follow a regular rotating schedule as the other four persons in his/her vacation group assignment - see Section 10.2(d)(2). A relief worker performs maintenance duties when not assigned to operating duties.
- (2) A relief worker's primary responsibility is for relief of shift workers in his/her vacation group assignment. A relief worker is subject to change of schedule due to illness, personal days, emergency and funeral leave, vacations, or scheduled and unscheduled operations.
- (3) The relief worker scheduled to work a relief day shall not be subject to change of schedule due to illness, maintenance or unscheduled operation. If another shift has to be covered for some reason, a person from the shift worker's crew shall be called in.
- (4) In the event an employee is required to work outside his/her regular working hours, he/she shall be paid one and one-half (1-1/2) his/her hourly rate of compensation for such time worked.
- (5) If a relief worker works on a holiday, the employee shall be paid at the rate of two (2) times the regular hourly rate for all hours worked.
- (6) In the event an employee is required to work on his/her regularly scheduled days off, the employee shall be paid at the rate of time and one-half (1-1/2) for the first eight (8) hours and thereafter at the rate of double time.
- (7) If an employee is released from duty and is thereafter called back to work, he/she shall receive a minimum of two (2) hours at the appropriate overtime rate.
- (8) The hourly rate of compensation for full-time employees shall be computed by dividing the annual rate by 2080.
- (9) In the event that a relief worker's relief day schedule is changed after 4:00 p.m. on Friday, he/she shall be paid any hours beyond eight (8) on relief day at one and one-half (1-1/2) times the appropriate hourly rate.

(d) Relief Worker - Twelve (12) Hour Shift.

- (1) A relief worker is a person that has the classification of auxiliary operator, fireworker his/her vacation group assignment - see Section 10.2(d)(2). A relief worker performs maintenance duties when not assigned to operating duties.
- (2) A relief worker's primary responsibility is for relief of shift workers in his/her vacation group assignment. A relief worker is subject to change of schedule due to illness, personal days, emergency and funeral leave, vacations, or scheduled and unscheduled operations.
- (3) The relief worker scheduled to work a relief day shall not be subject to change of schedule due to illness, maintenance or unscheduled operation. If another shift has to be covered for some reason, a person from the shift worker's crew shall be called in.

- (4) In the event an employee is required to work outside his/her scheduled working hours, he/she shall be paid one and one-half (1-1/2) his/her hourly rate of compensation for such time worked.
- (5) If a relief worker works on a holiday, the employee shall be paid at the rate of two (2) times the regular hourly rate for all hours worked.
- (6) In the event an employee is required to work on his/her scheduled days off, the employee shall be paid at the rate of time and one-half (1-1/2) for the first eight (8) hours and thereafter at the rate of double time, or at the rate of time and one-half (1-1/2) for the first twelve (12) hours and thereafter at the rate of double time if assigned to a twelve (12) hour shift schedule.
- (7) If an employee is released from duty and is thereafter called back to work, he/she shall receive a minimum of two (2) hours at the appropriate overtime rate.
- (8) In the event that a relief worker's relief day schedule is changed after 4:00 p.m. on Friday, he/she shall be paid any hours beyond eight (8) on relief day at one and one-half (1-1/2) times the appropriate hourly rate.

(e) Day Workers

- (1) Employees other than shift workers and relief workers shall be designated "day workers."
- (2) Eight (8) consecutive hours, excluding time out for meals, shall constitute a regular work day for day workers.
- (3) Five (5) consecutive regular work days beginning on Monday shall constitute one regular work week for day workers. Scheduled regular work days and regular work hours shall be posted and any changes made shall be posted at least ten (10) days in advance.
- (4) In the event an employee is required to work outside his/her regular working hours, he/she shall be paid at one and one-half (1-1/2) his/her hourly rate of compensation for such time worked.
- (5) If a day worker works on a holiday, the employee shall be paid at the rate of two (2) times the regular hourly rate for all hours worked.
- (6) In the event an employee is required to work on his/her regularly scheduled days off, work commencing after the end of the last scheduled work day of a work week and/or before the beginning of the first scheduled work day of the next work week shall be paid at the rate of time and one-half (1-1/2) for the first eight (8) hours and thereafter at the rate of double time.
- (7) If an employee is released from duty and is thereafter called back to work, he/she shall receive a minimum of two (2) hours at the appropriate overtime rate.
- (8) The hourly rate of compensation for full-time employees shall be computed by dividing the annual rate by 2080.
- (9) If the employee chooses compensatory time off in lieu of overtime pay, up to the maximum allowed, the employee shall receive either one and one-half (1-1/2) or two

(2) hours off for each hour of overtime worked, corresponding, respectively, to whether the overtime pay would have been at one and one-half (1-1/2) or double the normal rate of pay.

- (10) If a day worker works on a Sunday, the employee shall be paid at the rate of two (2) times the regular hourly rate for all hours worked.
- (11) A day worker who is called to work between midnight and 6:00 a.m. shall receive equal time off for all hours worked, and it shall be the responsibility of the employee to notify the supervisor whether he/she chooses to take these hours at the beginning of the work day or at the end of the work day. The employee shall be paid the normal hourly rate for any scheduled hours missed. The provisions of this section do not apply if the day worker is scheduled to work between the hours of 3:00 a.m. and 7:00 a.m. with eight (8) hours of rest before reporting to work.

- (f) Changing Rotating Shift Schedule. If after July 1, 2001, employees assigned to the twelve (12) hour rotating shift schedule want to go back to the eight (8) hour rotating shift schedule they will be given opportunity to vote by secret ballot. If the vote is approved by 60% of those voting and approved by management the change will be made. If management determines that a change from twelve (12) hour to eight (8) hour rotating shift schedule is needed, informational meetings will be held with the effected employees before any change is made.

#### 10.2 Vacation and Holiday Formulas.

- (a) Purpose. The purpose of vacation leave is to enable the employee to enjoy periodic rest from his/her regular job so that he/she may return to his/her work mentally refreshed.
- (b) Amount. All regular full-time employees shall earn vacation on a monthly basis at the following rates which reflect longevity in City service:
  - (1) Six (6) hours and forty (40) minutes each month for the first seven (7) years of service (months 1 through 84).
  - (2) Ten (10) hours each month through the fourteenth (14th) year of service (months 85 through 168).
  - (3) Thirteen (13) hours and twenty (20) minutes each month after completing fourteen (14) years (months 169 through 300).
  - (4) Sixteen (16) hours and forty (40) minutes each month after completing twenty-three (23) years (months 276 and on).
- (c) Accrual. An employee who enters the employ of the City on or prior to the fifteenth (15th) of the month, or who leaves the employ of the City after the fifteenth (15th) of the month, shall earn vacation leave for that month.

Vacation leave shall not be accumulated in excess of one and one-half (1-1/2) times the annual accrual provided for the respective longevity levels under (b).

- (d) When Taken.

- (1) No vacation leave may be taken by an employee until the employee has been in the continuous service of the City for a period of six (6) full months. Each department will maintain records of vacation leave credit and use. Vacation leave shall not be granted in

units of less than one-half (1/2) hour.

- (2) For purposes of scheduling vacations among power plant auxiliary operators, power plant fireworkers and power plant operators, these employees shall be divided up into four groups as follows:

- (A) Four auxiliary operators and a relief person.
- (B) Four auxiliary operators and a relief person.
- (C) Four fireworkers and a relief person.
- (D) Four operators and a relief person.

Within these four groups vacation leaves shall be by seniority of the employees and insofar as possible with the requests of employees, subject to the operating requirements and responsibilities of the Utility. One person from each group may take vacation leave simultaneously. At no time will more than one employee per group be permitted leave.

- (3) All other employees shall schedule such vacation leave with regard to seniority of the employee with the Utility and insofar as possible with the requests of employees, subject to the operating requirements and responsibilities of the Utility.
- (e) Holidays Occurring During Vacation Period. In the event one or more municipal holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation leave for scheduled work hours up to eight (8) hours. No holidays will be granted which fall during terminal vacation or leaves of absence.
- (f) Any permanent employee leaving the employ of the City shall be compensated for vacation leave credited and unused as to the date of termination, provided he/she has been in the continuing service of the City for at least six (6) full months and has given two (2) weeks written notice to his/her department head, unless otherwise agreed to by the employee and the department head.
- (g) Waiving Vacation Prohibited. Because vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.

### 10.3 Sick Leave.

- (a) Policy and Procedures. All probationary and full-time permanent employees shall be entitled to sick leave with pay at the rate of one working day, eight (8) hours, for each calendar month of service. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of actual personal sickness, disability, or as utilized by Section 10.4 of this Article. Sick leave may also be used for physical examinations and consultation with physicians.

In order to receive compensation while absent on sick leave, the employee shall personally notify his/her division head by the time and method established by the division head. When the absence is for more than three (3) days, the employee may be required to submit a physician's certificate to the department head. The certificate shall state the reason the employee is unable to perform his/her job duties, and an estimate of the duration of the absence. All sick leave shall be approved by the department head.

Sick leave may be accumulated from year to year with no maximum limit and may be granted in minimum units of one-half (1/2) hour.

An employee receiving temporary disability payments under the worker's compensation laws may use accumulated sick leave in order to maintain his/her regular income.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave during such absence.

An employee who enters the employ of the City before the sixteenth (16th) day of the month or who leaves the employ of the City after the fifteenth (15th) day of the month shall earn sick leave for that month.

A monthly sick leave report shall be prepared and posted in all departments.

The parties recognize that patterns of sick leave use may be indicative of abuse. These patterns include but are not limited to: frequent absences of short duration, failure to maintain a sick leave accrual balance, and absences before or after a holiday or weekend. If management determines that an employee's sick leave usage fits such a pattern, the employee will be asked to explain the reason for such absences. If the employee claims to suffer from a chronic or recurring illness, the Utility may require the employee to submit a physician's statement attesting to the condition and its effect on the employee's ability to perform the duties of the position, as well as the prognosis. The employee, supervisor, and the Union will together develop a plan, including a time frame, to improve attendance. The plan will be in writing. If attendance does not improve as agreed, or if the employee refuses to cooperate, discipline may be imposed.

Both parties recognize that 10.3(a) allows the use of accumulated sick leave in the event of a personal sickness or disability that lasts longer than twelve (12) weeks when the employee's medical prognosis doesn't allow for their return to work. Both parties also recognize Article 15 allows for medical examinations following absences.

- (b) Payment for Unused Sick Leave. In the event of regular or disability retirement provided for under one of the officially established retirement plans of the City, or death of an employee prior to regular retirement, such employee is entitled to payment for unused sick leave as follows:

Twenty-five (25%) percent of the employee's last regular hourly rate of pay for all hours in excess of 720 (90 eight-hour work days).

- (c) Family Sick Leave. Employees may use up to three (3) days, twenty-four (24) hours, of accrued sick leave per fiscal year for occasions which require the employee to care for a member of their immediate family who is incapacitated due to illness or injury, or who has examinations and consultations with physicians and other health care providers licensed by the State of Iowa. Family sick leave shall be subject to the same eligibility qualifications, documentation, and other terms and conditions as employee sick leave.

For the purpose of Family Sick Leave, immediate family is defined as spouse, children, step-children, foster children, parents, parents-in-law; or other dependents if living in the immediate household, provided that the relationship to the employee is by blood or marriage or is otherwise recognized by State or Local law.

#### 10.4 Emergency and Funeral Leave.

- (a) Emergency Leave. Emergency leave of up to three (3) days, twenty-four (24) hours, with pay shall be granted to all probationary and permanent full-time employees in the event of death or



serious illness in the immediate family (mother, father, foster parent, husband, wife, son, daughter, foster child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law). Two (2) days, sixteen (16) hours, of additional emergency leave may be granted and charged to sick leave.

- (b) Funeral Leave. Permanent full-time employees may be allowed up to four (4) hours off with pay to attend the funeral of a City employee or a retired City employee. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The department head may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.

10.5 Time Off for Rest. If a shift or relief worker is required to work outside of the employee's regular working hours for such period, but not less than two (2) hours, that the employee requires rest before beginning the employee's next regular day's work, the department head may authorize the employee to report for work at such time as will permit the required rest, but no compensation is authorized for such time off.

10.6 Military and Peace Corps Leave. The City Manager shall grant leave without pay to employees for the purpose of regular service or training duty in the Armed Forces of the United States or as a Peace Corps Volunteer without loss of seniority; provided the military leave shall be with pay during the first thirty (30) days of such leave. All employees taking such leave shall give the City Manager an opportunity to determine, within the limits of government regulations, when such leave shall be taken. At the employee's option, an employee commencing a military leave of absence of more than ninety (90) days shall be paid in a lump sum for all accrued vacation leave.

An employee ordered to report for active duty in the National Guard or Reserve Military, Naval or Air Force of the Nation, shall present copies of such orders to the Personnel Department at least ten (10) days before the reporting date, or as soon as such orders are received if the employee is required to report in less than ten (10) days from first notification of duty to report, in order to be covered.

10.7 Leave of Absence Without Pay. The City Manager may grant a permanent or probationary employee leave of absence without pay if in the Manager's opinion such leave will serve the best interests of the City. No such leave shall be granted except upon written request of the employee setting forth the reason for the request. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be returned to the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Leave of more than sixty (60) days, except for disability, shall result in loss of seniority rights. Sick leave or vacation benefits do not accrue during a leave without pay.

Department heads may grant a permanent or probationary employee a leave of absence without pay for not to exceed one (1) week. Such leaves shall be reported immediately to the City Manager.

An employee shall have a leave of absence without pay if appointed to an elective office of the City until the expiration of the balance of the term of such office.

10.8 Candidate for Elective Office Leave. Any full-time employee who becomes a candidate for any elective office shall take thirty (30) days leave of absence, without pay, commencing thirty (30) days prior to the election for said office. However, an employee who is a candidate for a non-partisan office not related to that employee's work, shall not be required to take a leave of absence if such employee refrains from campaigning while on duty as an employee.

10.9 Jury Duty Leave. Every employee who is called or required to serve as a trial juror or as a witness for the Federal Government, State of Iowa, or a political subdivision thereof, shall be entitled to

be absent from duties during the period of such service or while necessarily present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the employee's regular pay and any compensation received, except travel, food, or lodging compensation for such duty.

10.10 Holidays. The following shall be holidays for employees of the City of Ames: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, plus a floating Christmas holiday to be established. When Christmas falls on Tuesday, Wednesday, Friday or Saturday, in addition to the legal holiday observance, the preceding work day shall also be observed as a holiday. When Christmas falls on Sunday, Monday or Thursday, in addition to the legal holiday, observance of the following work day shall also be observed as a holiday.

Permanent and probationary employees, except shift and relief personnel, shall not be required to be on duty on holidays unless the employee's services are required for an emergency or performance of an essential public service, in which event any such employee shall be entitled to pay as provided in ARTICLE X.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. If a holiday falls on an employee's regularly scheduled time off, the employee shall be entitled to holiday pay; however, this does not apply to twelve (12) hour shift workers. Shift personnel required to work on holidays shall be entitled to holiday pay.

10.11 Compensatory Time. Compensatory time off shall be taken at such time as the division head shall designate after consultation with the employee involved. The maximum allowable accumulation of compensatory time shall be five (5) days; that with prior approval of the department head, compensatory time may be accumulated to a maximum of ten (10) days. Two (2) days of compensatory time or vacation per year may be taken as "personal leave" and only require twenty-four (24) hour notice. Twelve (12) hour shift workers and relief operators may accumulate up to forty (40) hours of compensatory time, which may be used under the same conditions as above. Unused compensatory time shall be paid out in the last pay period of February for time earned in the previous twelve (12) months.

10.12 Injury Leave.

- (a) Accident Reports. When an employee of the City suffers an injury in the line of duty, a report of such accident shall be made immediately by the head of the department in which such individual is employed to the Risk Manager. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.
- (b) Disability Committee. There is hereby created a Disability Committee consisting of the Director of Human Resources, Assistant to the City Manager, Director of Electric Utility, and Risk Manager. The Committee will act as an advisory body over continuance of injury leave as outlined herein, and will report its findings to the City Manager for final disposition.
- (c) Leave. Injury leave (with pay) shall be granted to permanent employees who are incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in the actual performance of their assigned jobs.
- (d) Request for Payment of Wages. If, in the opinion of the department head, the injured employee is unable to return to work after one (1) work week, the department head shall file with the Director of Human Resources a request that the Committee approve further absence of the employee and the continuation of payments equivalent to the employee's regular salary or wage for a specified period which shall not exceed two (2) 15-day pay periods. The Committee may

require that such request for continued payment of salary or wages be accompanied by a statement from the employee's physician, or other physician designated by the Committee, certifying that the injured employee will be unable to perform the duties of the employee's position during such period.

- (e) Method of Payment. During such injury leave, the City shall pay to such employee full pay, either as direct payment from salary funds, or as Worker's Compensation benefits, or both, but the total amount so paid for loss of time from work shall not exceed eight (8) hours per day of pay which the employee would have received for such period at the employee's regular rate of pay. For the purpose of determining time lost, standby duty shall not be included. Such injury leave shall not be charged against the employee's sick leave or vacation benefits.
- (f) Extent of Leave. Such injury leave may extend for as long as six (6) months unless it is determined sooner by competent medical authority, approved by the Disability Committee and the City Manager, that the employee can return to duty. Employees if still disabled beyond six (6) months will be entitled to leave with pay as follows:
  - (1) Three (3) months with Worker's Compensation benefits plus two-thirds (2/3) of the difference between the employee's full pay and Worker's Compensation benefits.
  - (2) Another three (3) months with Worker's Compensation benefits plus one-third (1/3) the difference between the employee's full pay and Worker's Compensation benefits.
  - (3) At the end of one (1) year from the date of injury, the employee shall be entitled to Worker's Compensation benefits for the duration of the employee's disability as provided by Chapter 85, Code of Iowa.
  - (4) If declared by competent medical authority, approved by the Disability Committee and City Manager, to be unable to return to work or to be permanently disabled, the employee shall, after one (1) year from the date of disabling injury, be permitted to use the employee's vacation and normal sick leave as provided for in these rules, before being retired from City service.
- (g) Notice of Injury - Failure to Report. An employee who is physically able and who fails to report within twenty-four (24) hours an injury, however minor, to the employee's foreman or supervisor and to take such first aid or medical treatment as may be necessary shall not be entitled to or eligible for injury leave as outlined above.

10.13 Clothing Provisions. Clothing shall be provided as described in the Clothing Allowance Exhibit, (Addendum E) of the Agreement, or an employee may select quantities or items of work clothes described in the Clothing Allowance Exhibit to the Agreement as long as this does not result in an extra cost to the City for an individual's work clothes. If the selection of items or quantities of work clothes results in an amount less than provided for in the Clothing Allowance Exhibit, there is no provision for receiving credit for the unused amount.

Employees receiving clothing will be required to wear a complete uniform while at work. If an employee does not choose to wear the clothing provided he/she must sign a waiver rejecting the clothing or return the clothing received.

Ordering information for clothing will be taken beginning June 15 so that an order may be placed July 1. Employees who do not supply the needed information before July 1 will not receive clothing for the contract year. New employees hired after July 1 will receive pro-rated clothing after completion of the probationary period.

10.14 Health Insurance. The City will make available to each regular full-time employee a health insurance program consisting of medical, dental and prescription drug coverage. Health insurance plans offered by the City to employees will include at least one traditional fee-for-service (indemnity) plan and one primary care physician (PCP) plan. Plans, insurance carriers, third party administrators, enrollment periods, funding methods, premium rates and other administrative decisions are determined by the City.

- (a) Prescription Drugs. Employee co-payments shall be \$4.00 for generic and selected over-the-counter drugs, \$10.00 for preferred brand name drugs, and \$25.00 for all other prescription drugs. Drug co-payments shall not be eligible for reimbursement under the medical coverage. The maximum annual out-of-pocket cost for prescription drugs shall be \$750 per covered member/\$1,500 per covered family unit.
- (b) Contributions. For fee-for-service (indemnity) plans, the City's contribution to family monthly premium shall be ninety (90) percent. For fee-for-service (indemnity) plans, the City's contribution to the single monthly premium shall be ninety-five (95) percent as of July 1, 2004, and ninety (90) percent as of July 1, 2005. For primary care physician (PCP) plans, the City's contribution to the respective single or family monthly premium shall be the same rate as for merit employees (with a minimum of ninety percent). The balance of the monthly premium cost, if any, shall be paid by the employee.

In cases where married spouses both work for the City and are eligible for health insurance coverage, contributions will be as follows. If both spouses select family coverage, the spouses shall evenly divide the employee's portion of the monthly premium. If both spouses select single coverage, each spouse shall pay the applicable monthly contribution for single coverage.

Regular, part-time employees who elect to participate in single or family health insurance coverage shall pay the entire premium for this coverage. The City's contribution is for health insurance premiums only. Any employee electing not to take the insurance benefit shall not be entitled to any cash refund.

- (c) Health Insurance Advisory Committee. Recognizing the mutual benefits of controlling health care costs and of having a healthy workforce, the Union agrees to have two (2) representatives actively participate in a health care advisory committee. This committee will advise the City administration in evaluating the administration of the health insurance program, in communicating with system members, and in making recommendations for plan design changes. The Union does not waive its right to negotiate health insurance benefits by participating in this committee.
- (d) Each employee who receives City health insurance will receive a one-time payment of \$150.00 on December 31, 2004.

10.15 Health Care Cost Containment Cooperation. Recognizing that the City, participants in the City of Ames Health Care Plan, and Ames citizens share a common interest in maintaining a cost-effective, comprehensive health care plan, which includes medical, prescription drug, and dental coverages, the union agrees to provide an authorized bargaining representative plus one unit member to actively participate in exploring the development of a joint Labor/Management Health Care Committee. By participating in this committee, the bargaining unit does not waive its right to negotiate health insurance benefits.

10.16 Flexible Spending Account. Should the City, during the term of this agreement elect to offer to all regular full-time non-union employees a flexible spending account, the City agrees to offer the same plan to all regular full-time bargaining unit employees.

10.17 Life Insurance. The City shall provide a life insurance policy for all regular full-time employees in the amount of \$47,500 and a \$2,500 life insurance policy for regular part-time employees. The premium is paid by the City, and the coverage takes effect on the first day of the month following thirty (30) calendar days of employment.

10.18 Breaks. When possible, employees will be allowed two (2) breaks per eight (8) hour shift. Each break will be no longer than fifteen (15) minutes in duration.

10.19 Disability Insurance. The City shall provide long-term disability insurance to all regular full-time employees. The coverage is effective on the first day of the month following one year of employment.

10.20 Standby Duty. When it is necessary for an employee to be "on standby", it shall be for a week and the employee shall be paid two (2) hours pay per day at the normal rate of pay for the seven (7) day work period. In the event a holiday falls within an employee's standby duty week, the employee is also entitled to one (1) day's compensatory time or to one (1) day's regular pay in lieu thereof.

10.21 Meal Allowance. When an employee is called to perform unscheduled work prior to his/her normal starting time and works until one (1) hour or less of his/her starting time, he/she is entitled to a meal at City expense on his/her own time. However, he/she will lose no time on his/her regular work day due to this meal.

If an employee is called to work within two (2) hours after his/her normal quitting time, and works for two (2) hours or more, he/she shall be entitled to a meal at Utility expense on his/her own time.

When an employee is called to work on emergency or scheduled activity and the situation is such that time is of the essence, the Utility will provide food in the manner most appropriate to the circumstances and pay for the time spent eating at the rate in effect at the time.

Employees will be paid for each meal earned through regular payroll at the rate of one-third (1/3) of the Federal Per Diem Rate for meals and incidentals as published annually by the Internal Revenue Service.

## ARTICLE XI TRANSFER, PROMOTION, DEMOTION AND SUSPENSION

11.1 Transfer. The City Manager may transfer an employee with the employee's consent to the same civil service classification, to another classification having the same pay range assignment in the same department or another department and such employee will retain the same civil status.

No person shall be transferred to a position for which he or she does not possess the minimum qualifications. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in this contract.

11.2 Promotion. All vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been administered and a promotional list established. All vacancies in a series of competitive service classifications above the lowest classification may be filled by the most qualified employees holding classifications within such series. If there are no qualified employees within the series, the vacancy may be filled from an open eligible list.

11.3 Demotion. The appointing power may demote an employee for disciplinary purposes (See Code of Iowa, 1987, Chapter 400.18). Upon request of the department head and approval of the City Manager, demotion may be made to a vacant position. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications. Written notice of the demotion shall be given the employee and the Union ten (10) working days prior to the effective date of the demotion.

11.4 Suspension. The appointing power may suspend an employee from the employee's position with or without pay at any time for cause. Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than thirty (30) days in any fiscal year. (See Code of Iowa, 1987, Chapter 400.18)

11.5 Applicable Pay Rates Following Promotion or Demotion.

- (a) Promotion. An employee receiving a promotion shall be entitled to receive the rate of compensation in the entrance step of the class to which the employee has been promoted. For purposes of eligibility for future merit increases, a new qualifying service date shall be established as of the effective date of the promotion.
- (b) Demotion. An employee receiving a demotion shall be entitled to retain the pay step in the lower range which would provide the same monthly pay as that the employee was receiving in the higher class before such demotion if the present rate of pay is not higher than the maximum of the lower range: in such cases the employee shall retain his/her original qualifying service date. If the employee's rate of pay is higher than the maximum of the lower pay range, such rate shall be reduced to correspond with the maximum of the lower pay range.

ARTICLE XII  
TERMINATION FROM THE SERVICE

12.1 Discharge. The appointing power may discharge any employee for neglect of duty, disobedience, misconduct, or failure to properly perform his/her duties. Any permanent employee who has been discharged shall be entitled to receive written statement of the reasons for such action. A copy of this statement shall be submitted to the Union. Such report shall be in writing and shall state the reasons for the action. The employee may, within fourteen (14) days, appeal to the Civil Service Commission as provided for in Article IV of this contract.

12.2 Layoff. When required by the public interest as declared by City Council resolution, the appointing power may lay off any employee. Written notice at least ten (10) working days prior to such action shall be given to the affected employee. A laid off employee shall be placed on the preferred list.

12.3 Resignation. An employee wishing to leave the City service in good standing shall file with the appointive power a written resignation stating the effective date and reasons for leaving, at least two (2) weeks before leaving the service, unless such time limit is mutually waived by the department head and the employee. The statement by the department head concerning the resigned employee's performance and other pertinent information as prescribed by the Human Resources Director shall thereupon be forwarded to the Human Resources Department.

12.4 Retirement. Whenever an employee meets the conditions set forth in the Utility Retirement Plan or IPERS, whichever is applicable, he/she may be retired and shall receive all benefits earned under such plan.

ARTICLE XIII  
EMPLOYEE DEVELOPMENT

13.1 General Policy and Responsibility. The City Council encourages the development of each employee to the fullest potential. Responsibility for establishing training programs for employees shall be assumed jointly by the City Manager and the department heads. An apprenticeship training program as jointly agreed to by both parties for employees covered under this Agreement shall be implemented

as it is found in Addendum C. Additional training programs may include courses, seminars, workshops, demonstrations, assignment of reading matter, or such other methods as may be available for improving the effectiveness and broadening the knowledge of employees in the performance of their respective duties.

13.2 Credit for Training. Participation in and successful completion of special training programs shall be considered in making advancements and promotions. Employees are encouraged to develop and further their job skills and personal potential by participation in such programs. Evidence of successful completion of training programs shall be filed by the employee with the City Manager and made a part of the employee's personnel file.

13.3 Reimbursement for Training Expenses. To encourage employee development, the City will reimburse an employee for expenses incurred in obtaining approved training which is related to the employee's present or future job responsibilities. Reimbursement will be made in accordance with procedures to be established by the City Manager. The employee must successfully complete the prescribed requirements of the course, and must reimburse the City for any advance payments in the case of withdrawal or failure. If an employee who has received reimbursement terminates his/her work with the City within one (1) year after completion of the course, an amount equal to the reimbursement will be deducted from his/her last check.

13.4 Education Incentive Pay. Both parties agree that employees who are receiving this benefit as of June 30, 2006 shall continue to receive the benefit, as it exists on June 30, 2006.

13.5 Certificates of Achievement. The City Manager may establish policies and procedures for the awarding of certificates of achievement to recognize employee personal development achievements.

#### ARTICLE XIV RETIREMENT SYSTEMS

14.1 Membership. Any employee who meets the membership requirements established by state law or city ordinance for the respective retirement systems of the City shall automatically become a member of either the Utility Retirement System or IPERS upon employment.

14.2 Retirement Period. Normally, employees shall be retired from City employment at age 65. If it is in the best interests of the City, an employee's appointment may be extended for periods up to twelve (12) months as provided by state law. In no case, however, shall an employee remain in the employ of the City beyond the mandatory retirement ages specified below except as otherwise provided by law:

Utility retirement system - 70 years of age  
IPERS - 70 years of age

14.3 Re-employment Following Retirement. Any employee retiring under IPERS or the Utility retirement plans, shall not be re-employed by any department of the City or Mary Greeley Memorial Hospital. This provision includes all employees whether or not they retire prior to mandatory retirement age, provided that an employee on disability retirement who later recovers from such disability shall not be barred from re-employment.

#### ARTICLE XV MEDICAL EXAMINATIONS

15.1 New Employees. Candidates for appointment shall undergo a medical examination following a conditional offer of employment. The purpose of the medical examination shall be to determine whether the candidate can perform the essential functions of the position with or without reasonable accommodation.

15.2 Examination Forms. Forms to be used by the examining physician shall be prescribed or approved by the Human Resources Director. Information contained in medical reports shall be confidential and available only to authorized persons.

15.3 Candidates With Disabilities. Candidates with disabilities may be appointed to positions in the competitive service provided they are able to perform the essential functions with or without reasonable accommodation. The circumstances of each individual case shall be carefully considered, with special weight given to the report of the examining physician.

15.4 Physical Examination - Biennial. All employees in this bargaining unit shall be entitled to a physical examination every two years. The employee shall submit a claim under a City health insurance plan. The City shall pay for any portion of the cost of the examination including any unmet deductible amount, not paid by the plan administrator, not to exceed \$200. In order to qualify for reimbursement, the employee shall provide to his/her division head a copy of the Explanation of Benefits (or equivalent) issued by the plan administrator.

15.5 Examinations During Employment. When, in the judgment of the City Manager, an employee's physical condition is such that it is desirable to evaluate his/her capacity to perform the duties of his/her position, the City Manager may require the employee to undergo a medical examination. The following procedure shall be followed:

- (a) The examination shall be done by a physician selected by the City Manager, in consultation with the employee's personal physician should the employee so choose.
- (b) The report of the examining physician(s) shall be submitted to the City Manager.
- (c) In the event that the employee's physician and the physician selected by the City do not agree on the employee's fitness for duty, these physicians shall choose a third which shall make the determination. The report of this third physician shall be submitted to the City Manager and this determination shall be final.
- (d) The cost of the examination(s) will be paid by the City.

15.6 Examination Following Absence. Any employee who has been required to take prolonged or frequent leave due to illness or injury may be required to either submit a written release from his/her doctor or take a medical examination before returning to work. The City Manager shall determine if such release or examination is required.

15.7 Retirement Age Examination. Medical examinations shall be given to all employees who are being continued in service when they reach normal retirement age and annually thereafter until retirement.

15.8 Criterion for Evaluating Physical Fitness. Permanent employees examined under the provisions of this Article shall be considered physically fit if:

- (a) The physical defect does not interfere with the performance of duty.
- (b) The physical defect does not make the individual a hazard to his/her fellow employees.
- (c) The duties of work performed would not adversely affect the health of the individual.



ARTICLE XVI  
MISCELLANEOUS RULES

16.1 Outside Employment. No employee in the competitive service may hold outside employment unless approved by the department head. Approval of outside employment will not be unreasonably withheld and depends upon the effect outside employment may have upon the efficiency of the employee, and whether or not the outside employment is compatible with the employee's position with the City.

16.2 Incompatible Activities. An employee shall not engage in any activity or enterprise which is incompatible with the employee's duties as a City employee or with the duties, functions, and responsibilities of the department in which the person is employed. Any employment, activity, or enterprise which shall be considered incompatible with City employment:

- (a) Involves the use, for private gain, of the City's time, facilities, equipment, or supplies, or the badge, uniform, prestige, or influence of a City office or employment;
- (b) Involves the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for performance of an act which the officer or employee would be required or expected to render in the regular course of City employment or as part of the employee's duties as a City employee;
- (c) Involves the performance of an act in other than the employee's capacity as a City officer or employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by such officer or employee or the agency by which the employee is employed;
- (d) Involves so much of the employee's time that it impairs the employee's attendance or efficiency in the performance of the employee's duties as a City officer or employee.

16.3 Acceptance of Gifts. Employees shall not accept personal gifts offered to them because of, or in the course of, their employment with the City as provided in the Code of Iowa, and any amendment thereto and court interpretations.

16.4 Employment of Relatives. It is the general policy of the City to avoid the employment of members of the immediate family to work in the same department. No individual may be hired or transferred into a department in which he or she would be supervised by a relative of such person or by an individual having administrative discretion over said individual's employment. The definition of immediate family for this section is: the mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law.

16.5 Service Pin Awards. The City Manager may establish policies and procedures for awarding of service pins to employees for long and honorable service to the City.

16.6 Residence Requirement. The required residence area is the area bordered by the Boone and Story County lines on the north and south, State Highway 65 on the east; and on the west, County Road R27 north of Boone, and the Des Moines River south of Highway 30 to the Boone County line. Communities intersected by the borderlines, and Zearing, shall be considered within the area. The permitted residency area is that area inside the borderlines. The area adjacent to but outside the borderlines is not included. After completing his/her probationary period, a new employee shall, within three (3) months, reside within the residency area. The department head may allow an employee up to an additional three (3) months if the employee provides documentation of financial commitment to

move within the residence area.

## ARTICLE XVII SUGGESTION SYSTEM, SAFETY

17.1 Suggestion System. An employee suggestion system is hereby created for the purpose of encouraging employees to submit suggestions which will improve the efficiency and effectiveness of City government. The City Manager shall establish such regulations as are necessary to insure the effective operation of the suggestion system.

17.2 Safety. A Plant-wide safety meeting shall be held at least every three (3) months unless mutually agreed upon by the parties. The Union may suggest topics for discussion. These plant-wide meetings will be used for discussion of topics of general interest to Power Plant personnel and to help maintain open communication between the employees and management, as well as for safety related purposes. Short weekly meetings (10-20 minutes) will be held for maintenance personnel, operating personnel, and electricians to discuss safety, scheduled work, new procedures, etc.

17.3 Employees will not be required to work in known hazardous or unsafe conditions until Power Plant supervision first evaluates the situation.

17.4 Working Conditions. The Utility will not require employees covered by this agreement to work during unreasonable, ambient conditions unless such work is necessary to protect life or property or maintain operation of the Power Plant and service to the public. In addition, the employee shall not be required to go through extreme temperature changes in the working environment without ample time for adjustment.

## ARTICLE XVIII POLITICAL ACTIVITIES OF EMPLOYEES

18.1 Campaign Contributions. No officer or employee under Civil Service shall, directly or indirectly, contribute any money or anything of value, to any candidate for nomination or election to any office, or to any campaign or political committee, or take active part in any political campaign except to cast the employee's vote and to express the employee's personal opinion, nor shall any such candidate or committee solicit such contribution or active political support from any such officer or employee. Nothing in this section shall prohibit any employee or group of employees, individually or collectively, from expressing honest opinions and convictions, or making statements and comments concerning their wages or other conditions of their employment.

## ARTICLE XIX CLASSIFICATION AND WAGE RATES

### 19.1

(a) Classifications and wage rates for employees covered by this agreement shall be as follows:

For July 1, 2006 through June 30, 2007 - Addendum A  
For July 1, 2007 through June 30, 2008 - Addendum B  
For July 1, 2008 through June 30, 2009 - Addendum C

(b) Temporary employees not covered by this agreement will not be paid at a rate of pay greater than bargaining unit employees performing comparable work. This provision shall not apply to contractual employees such as Manpower.

19.2 Steps. Each step is a six-month interval and the number of steps may vary with classification as established by the apprenticeship training program.

Step increases are based upon meritorious service by an employee. An employee shall receive a step increase at the time indicated based on a recommendation by the apprenticeship committee. If an employee does not receive a step increase at the indicated time, the employee's eligibility for the step increase shall be re-evaluated at six (6) months.

19.3 Performance Ratings. Each employee shall receive a formal performance appraisal at least once each year, using forms and procedures approved by the Human Resources Director. The purpose of the performance appraisal shall be to communicate performance expectations, provide feedback to the employee, document performance, and plan the employee's development. The emphasis of the appraisal process shall be communication between the employee and supervisor, and the employee shall be given the opportunity to provide input into his/her appraisal and development plan. Performance appraisals shall be conducted by the employee's immediate supervisor and approved by the Director of the Utility. A copy shall be given to the employee. The employee, whether agreeing with the appraisal or not, shall sign the following statement: "I have read the foregoing appraisal report and received a copy". The employee may respond by using the "Comments" section of the appraisal form. If an employee is dissatisfied with his/her performance evaluation, the employee may grieve the evaluation up to and including Step Three of the grievance procedure.

19.4 Deferred Income. The City of Ames makes available to all employees a deferred income plan whereby an individual can defer a portion of his/her current salary for use on a predetermined retirement date. The City of Ames does not make a financial contribution to this plan. Information is available from the Director of Finance at the City Hall building.

19.5 Longevity Pay. In addition to the pay plan, the City will pay full-time employees for length of continuous service at the following rates on a yearly basis.

5 Years	\$100	18 Years	\$360
6 Years	120	19 Years	380
7 Years	140	20 Years	400
8 Years	160	21 Years	420
9 Years	180	22 Years	440
10 Years	200	23 Years	460
11 Years	220	24 Years	480
12 Years	240	25 Years	500
13 Years	260	26 Years	520
14 Years	280	27 Years	540
15 Years	300	28 Years	560
16 Years	320	29 Years	580
17 Years	340	30 Years	600

Employees working on a regular part-time basis are eligible for one-half (1/2) longevity benefits.

Longevity payments shall be made twice a year: December 1 and April 1. The semi-annual payments shall be in the amount of one-half (1/2) the yearly longevity payments.

Years of service will be measured as of July 1, 1977, and July 1 of succeeding years. An employee completing five (5) years of service before July 1 will be eligible for longevity pay beginning December of that year. An employee completing five (5) years of service on or after July 1 will be eligible for longevity pay during the following fiscal year or one (1) year later.

Longevity payments will not be apportioned to a terminating employee for any portion of a payment period.

## ARTICLE XX LABOR-MANAGEMENT MEETINGS

20.1 Labor-Management Meetings. A labor management meeting may be held at the request of either party with one (1) week's notice, in order to discuss the administration of this agreement or other concerns of either party. At the time of giving notice, the requesting party must also submit an agenda of items which will be discussed at the meeting. It is agreed that there will be no more than four (4) meetings per fiscal year, unless mutually agreed upon, and that pending grievances will not be discussed at these labor management meetings.

## ARTICLE XXI GENERAL PROVISIONS, TERM OF CONTRACT

21.1 Complete Agreement. The parties acknowledge that during negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the Understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, each party voluntarily and unqualifyingly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Notwithstanding the foregoing this agreement may be amended, modified or supplemented at any time by mutual agreement of the parties if such agreement is reduced to writing and signed by the parties.

21.2 Separability and Savings. In the event any provisions of this contract conflict with the existing laws of the United States or of the State, as determined by a court or other governmental agency of competent jurisdiction, that part of said contract in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of said contract not in conflict with the applicable laws shall be enforceable, and only that part that conflicts with said law shall be unenforceable; and nothing contained in this contract shall be construed as to require the Employer or the Union to violate any applicable laws. Both Employer and the Union state that it is their intent to comply with all existing laws.

21.3 Termination. Except where otherwise provided herein, this agreement shall become effective the 1st day of July, 2006. It shall remain in full force and effect until the 30th day of June, 2009, and shall be automatically renewed year to year thereafter unless on or before September 1, 2008 prior to the expiration date either party gives notice in writing of a desired change in or termination of this agreement.

Agreed to this 1st day of July, 2006, at Ames, Iowa.

CITY OF AMES

BY

Ann Campbell

\_\_\_\_\_

\_\_\_\_\_

IUOE, LOCAL 234D

BY

Keith Lane

Kevin Hofhauser

\_\_\_\_\_

**ADDENDUM A – PAY SCHEDULE**July 1, 2006 through June 30, 2007

<b><u>CODE</u></b>	<b><u>TITLE</u></b>	<b><u>ANNUAL</u></b>	<b><u>HOURLY</u></b>
4110	Lead Coal Handler	51,272.00	24.65
4111	Coal Handler		
	1st 6 months	36,566.40	17.58
	2nd 6 months	38,979.20	18.74
	3rd 6 months	43,908.80	21.11
	Thereafter	48,817.60	23.47
4112	Power Plant Auxiliary Operator		
	1st 6 months	42,536.00	20.45
	2nd 6 months	45,219.20	21.74
	3rd 6 months	47,881.60	23.02
	4th 6 months	50,606.40	24.33
	Thereafter	53,248.00	25.60
4113	Power Plant Fireworker		
	5th 6 months	53,934.40	25.93
	6th 6 months	56,305.60	27.07
	Thereafter	58,073.60	27.92
4114	Power Plant Operator		
	7th 6 months	60,216.00	28.95
	Thereafter	62,108.80	29.86
4118	Instrument & Control Technician		
	1st 6 months	47,964.80	23.06
	2nd 6 months	51,209.60	24.62
	3rd 6 months	54,392.00	26.15
	4th 6 months	57,532.80	27.66
	5th 6 months	60,777.60	29.22
	6th 6 months	62,691.20	30.14
	Thereafter	64,064.00	30.80
4122	Power Plant Maintenance Foreman	64,064.00	30.80
4124	Power Plant Maintenance Worker		
	1st 6 months	32,864.00	15.80
	2nd 6 months	35,131.20	16.89
	3rd 6 months	39,499.20	18.99
	Thereafter	44,657.60	21.47

**ADDENDUM A - PAY SCHEDULE**July 1, 2006 through June 30, 2007

<b><u>CODE</u></b>	<b><u>TITLE</u></b>	<b><u>ANNUAL</u></b>	<b><u>HOURLY</u></b>
4125	Power Plant Maintenance Mechanic		
	1st 6 months	44,179.20	21.24
	2nd 6 months	46,904.00	22.55
	3rd 6 months	49,691.20	23.89
	4th 6 months	52,457.60	25.22
	Thereafter	55,244.80	26.56
6123	Electrician		
	1st 6 months	42,265.60	20.32
	2nd 6 months	44,990.40	21.63
	3rd 6 months	47,881.60	23.02
	4th 6 months	50,668.80	24.36
	5th 6 months	53,497.60	25.72
	6th 6 months	55,244.80	26.56
	Thereafter	56,305.60	27.07
6163	Custodian		
	1st 6 months	27,393.60	13.17
	2nd 6 months	29,016.00	13.95
	Thereafter	32,032.00	15.40

Progression within the apprentice classification is contingent upon successful completion of outside course work and satisfactory progress during each step interval plus meeting the requirements set out in the apprenticeship agreement.

**ADDENDUM B - PAY SCHEDULE**July 1, 2007 through June 30, 2008

<b><u>CODE</u></b>	<b><u>TITLE</u></b>	<b><u>ANNUAL</u></b>	<b><u>HOURLY</u></b>
4110	Lead Coal Handler	53,060.80	25.51
4111	Coal Handler		
	1st 6 months	37,856.00	18.20
	2nd 6 months	40,352.00	19.40
	3rd 6 months	45,448.00	21.85
	Thereafter	50,523.20	24.29
4112	Power Plant Auxiliary Operator		
	1st 6 months	44,033.60	21.17
	2nd 6 months	46,800.00	22.50
	3rd 6 months	49,566.40	23.83
	4th 6 months	52,374.40	25.18
	Thereafter	55,120.00	26.50
4113	Power Plant Fireworker		
	5th 6 months	55,827.20	26.84
	6th 6 months	58,281.60	28.02
	Thereafter	60,112.00	28.90
4114	Power Plant Operator		
	7th 6 months	62,316.80	29.96
	Thereafter	64,292.80	30.91
4118	Instrument & Control Technician		
	1st 6 months	49,649.60	23.87
	2nd 6 months	52,998.40	25.48
	3rd 6 months	56,305.60	27.07
	4th 6 months	59,550.40	28.63
	5th 6 months	62,899.20	30.24
	6th 6 months	64,875.20	31.19
	Thereafter	66,310.40	31.88
4122	Power Plant Maintenance Foreman	66,310.40	31.88
4124	Power Plant Maintenance Worker		
	1st 6 months	34,008.00	16.35
	2nd 6 months	36,358.40	17.48
	3rd 6 months	40,872.00	19.65
	Thereafter	46,217.60	22.22



**ADDENDUM B - PAY SCHEDULE**July 1, 2007 through June 30, 2008

<u>CODE</u>	<u>TITLE</u>	<u>ANNUAL</u>	<u>HOURLY</u>
4125	Power Plant Maintenance Mechanic		
	1st 6 months	45,718.40	21.98
	2nd 6 months	48,547.20	23.34
	3rd 6 months	51,438.40	24.73
	4th 6 months	54,288.00	26.10
	Thereafter	57,179.20	27.49
6123	Electrician		
	1st 6 months	43,742.40	21.03
	2nd 6 months	46,571.20	22.39
	3rd 6 months	49,566.40	23.83
	4th 6 months	52,436.80	25.21
	5th 6 months	55,369.60	26.62
	6th 6 months	57,179.20	27.49
	Thereafter	58,281.60	28.02
6163	Custodian		
	1st 6 months	28,350.40	13.63
	2nd 6 months	30,035.20	14.44
	Thereafter	33,155.20	15.94

Progression within the apprentice classification is contingent upon successful completion of outside course work and satisfactory progress during each step interval plus meeting the requirements set out in the apprenticeship agreement.

**ADDENDUM C - PAY SCHEDULE**July 1, 2008 through June 30, 2009

<b><u>CODE</u></b>	<b><u>TITLE</u></b>	<b><u>ANNUAL</u></b>	<b><u>HOURLY</u></b>
4110	Lead Coal Handler	54,912.00	26.40
4111	Coal Handler		
	1st 6 months	39,187.20	18.84
	2nd 6 months	41,766.40	20.08
	3rd 6 months	47,028.80	22.61
	Thereafter	52,291.20	25.14
4112	Power Plant Auxiliary Operator		
	1st 6 months	45,572.80	21.91
	2nd 6 months	48,443.20	23.29
	3rd 6 months	51,292.80	24.66
	4th 6 months	54,204.80	26.06
	Thereafter	57,054.40	27.43
4113	Power Plant Fireworker		
	5th 6 months	57,782.40	27.78
	6th 6 months	60,320.00	29.00
	Thereafter	62,212.80	29.91
4114	Power Plant Operator		
	7th 6 months	64,500.80	31.01
	Thereafter	66,539.20	31.99
4118	Instrument & Control Technician		
	1st 6 months	51,396.80	24.71
	2nd 6 months	54,849.60	26.37
	3rd 6 months	58,281.60	28.02
	4th 6 months	61,630.40	29.63
	5th 6 months	65,104.00	31.30
	6th 6 months	67,142.40	32.28
	Thereafter	68,640.00	33.00
4122	Power Plant Maintenance Foreman	68,640.00	33.00
4124	Power Plant Maintenance Worker		
	1st 6 months	35,193.60	16.92
	2nd 6 months	37,627.20	18.09
	3rd 6 months	42,307.20	20.34
	Thereafter	47,840.00	23.00

**ADDENDUM C - PAY SCHEDULE**July 1, 2008 through June 30, 2009

<u>CODE</u>	<u>TITLE</u>	<u>ANNUAL</u>	<u>HOURLY</u>
4125	Power Plant Maintenance Mechanic		
	1st 6 months	47,320.00	22.75
	2nd 6 months	50,252.80	24.16
	3rd 6 months	53,248.00	25.60
	4th 6 months	56,180.80	27.01
	Thereafter	59,176.00	28.45
6123	Electrician		
	1st 6 months	45,281.60	21.77
	2nd 6 months	48,193.60	23.17
	3rd 6 months	51,292.80	24.66
	4th 6 months	54,267.20	26.09
	5th 6 months	57,304.00	27.55
	6th 6 months	59,176.00	28.45
	Thereafter	60,320.00	29.00
6163	Custodian		
	1st 6 months	29,348.80	14.11
	2nd 6 months	31,096.00	14.95
	Thereafter	34,320.00	16.50

Progression within the apprentice classification is contingent upon successful completion of outside course work and satisfactory progress during each step interval plus meeting the requirements set out in the apprenticeship agreement.

ADDENDUM D  
AN APPRENTICESHIP TRAINING PROGRAM

It is agreed that effective July 1, 1983, a formalized Apprenticeship Training Program will be initiated in the Electric Power Plant.

The following specified items of this program are hereby agreed upon by the City and Union.

1. The Apprenticeship Program will be a program of the City and the Union. It is not intended that the program be registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor.
2. The Apprenticeship Program will be administered by an Apprenticeship Committee with the counsel and cooperation of the Director of Electric Utility of the City, and all apprentice trainees shall conform to the rules and regulations established by the Apprenticeship Committee such as but not limited to:
  - A. Recommendations regarding the placement and training requirements of personnel entering the program.
  - B. Review the performance of apprentices participating in the program every six months, and recommend an advancement rate of normal, accelerated or delayed.
  - C. Recommendation regarding guidelines for on-the-job training.
  - D. Work with the apprentice to select an appropriate number of lesson units for a minimum of 30-TPC (Technical Publishing Co.) or equivalent lesson units each six months.
3. The Apprenticeship Committee shall consist of two (2) members -- one (1) member designated by the Director of Electric Utility; one (1) designated by the Union.
4. In the event that agreement cannot be reached by the Apprenticeship Committee in the administration of the Apprenticeship Training Program, the problem shall be referred to the Labor-Management Committee consisting of one (1) city representative and one (1) union representative.
5. Course material for Apprenticeship Training programs will be selected by the Apprenticeship Committee. Revisions and/or substitutions of course materials will be made as required and approved by the Apprenticeship Committee.
6. Cost of training texts for the Apprenticeship Training Program will be paid by the City. Training texts will be issued to the apprentice at no charge. If the apprentice does not complete the training texts as required, he/she will be charged the cost of the unfinished texts. All other costs for training facilities and materials will be borne by the City.
7. The correction and grading of materials used to determine progress and/or completion of subjects or sections of specific Apprenticeship Programs shall be done by a qualified individual to be selected by the Apprenticeship Committee and approved by the City.
8. Records pertaining to the Apprenticeship Training Program will be maintained by and remain in the custody of the City. These records will be made available to the Apprenticeship Committee for official committee business.

9. The number of apprentices to be included in any and all Apprenticeship Programs at any one time, and the number of apprentices allowed to enter specific programs at any time, will be the responsibility of the City. Trainees will be selected per Article VIII, Filling Vacancies, of the contract agreement and all other appropriate references of the contract.
10. Following entrance into the Apprenticeship Training Program, an apprentice must maintain a required standard of performance in all phases of training or be dropped from the Apprenticeship Training Program at the discretion of the Apprenticeship Committee. If an employee's rate of compensation is greater than the entrance step of the class to which the employee has been promoted, said employee will not be required to take a reduction. If an apprentice completes the required lesson units for a six (6) month step before the apprentice's scheduled increase date, the apprentice will receive \$0.15 per hour added to the appropriate wage rate.
11. Preparation and study for the Apprenticeship Training courses will be done by the apprentice on his/her own time and outside his/her regular working hours.
12. Apprentices enrolled in a formal Apprenticeship Program may be allowed to perform productive work under general supervision which they are qualified to perform. The City will make every attempt to utilize apprentices enrolled in the formal apprenticeship in the categories and hours as outlined in the on-the-job training schedule for that particular apprenticeship. The term qualified will be interpreted to mean that the employee has received adequate instruction and experience and has demonstrated his/her ability to perform the work properly and safely.
13. The City reserves the right to conduct additional training programs for any of its employees in addition to and exclusive of the Apprenticeship Training Program.
14. It is recognized that this is a new program and it is understood that the City and Union will meet as necessary to incorporate needed changes.

ADDENDUM E  
CLOTHING ALLOWANCES

- A. Maintenance Worker, Maintenance Mechanic, Electrician, Relief Operator, Relief Fireworker, Relief Auxiliary Operator, Lead Coal Handler, Coal Handler:

4 uniforms per year, 2 coveralls per year (2 standard or 1 standard, 1 thermal),  
1 jacket every 2 years

- B. Electric Technician, Instrument & Control Worker, Maintenance Foreman:

4 uniforms per year, 1 coverall per year (standard or thermal), 1 jacket every 2  
years

- C. Auxiliary Operators:

3 uniforms per year, 1 coverall per year (standard or thermal), 1 jacket every 2  
years

- D. Custodian:

1 thermal coverall every 2 years

- E. All other classifications:

2 uniforms per year, 1 jacket every 2 years

If an emergency exists or under extenuating circumstances, the Director of the Electric Utility, at his/her option and as he/she deems necessary, may grant clothing allowances not set forth above.

Safety Glasses. The employee shall furnish his/her own safety glasses and the Utility shall replace them when broken in the service of the Utility. Replacement shall include transitional lenses or photo greys initially paid for by the employee. If an employee requires replacement lenses due to a prescription change, the Utility shall pay for the new lenses.

Safety Shoes. The Utility shall furnish or replace safety shoes for employees that are required to wear them in the performance of their job, but not more often than one pair per year. A labor/management team will determine a list of approved footwear.

## ADDENDUM F

The purpose of this addendum is to establish a Labor-Management Committee(s) to develop a plan for the establishment of a 10-hour work schedule for day workers. The plan shall be subject to the following stipulations:

1. The committee shall develop a schedule, in advance, for all phases of development and implementation.
2. The plan shall be cost neutral.
3. After the Labor-Management Committee has agreed to a plan, the proposed plan shall be presented to all employees covered by the proposal.
4. Such employees shall be given an opportunity to vote by secret ballot on the acceptance of the entire proposal. The election shall be arranged and conducted by management.
6. If the proposed plan is voted as acceptable, and approved by management, a union-management letter of understanding will be developed for implementation of the plan.

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